



# TOWN OF KITTERY, MAINE

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## INVITATION FOR BID PROPOSALS

### TOWN OF KITTERY, MAINE

Sealed bids will be received in the Office of the Town Manager, 200 Rogers Kittery, Maine 03094 until 2:00 p.m. August 22, 2008 when they will be publicly opened and read for:

#### "Replacement Furnace Burners"

Bid proposal packages are available from the Town Manager's Office, 207-475-1329 or at [www.kittery.org](http://www.kittery.org)

Jonathan L. Carter  
Town Manager

## Instructions to Bidders and General Conditions

### 1. Submission of Proposals

Proposals shall be submitted on the below **Bid Form** accompanied by vendor's material(s) / brochure(s) on product material and placed in a sealed envelope clearly marked on the outside "Replace Furnace Burners". The envelope shall be addressed to the Office of the Town Manager, Attn: Jonathan Carter, 200 Rogers Road, Kittery, Maine 03904. Sealed bids will be received in the Office of the Town Manager, until 2:00 PM August 22, 2008 when they will be publicly opened and read.

### 2. Discounts

The Town of Kittery, Maine pays its bills in full on or within thirty (30) days following delivery of services and receipt of bills for all items covered by the Town's contract. In submitting bids under these specifications, bidders should take into account all discounts allowed in accordance with the above payment policy. The Town will also consider discounts offered if a portion of payment is included with order.

### 3. Exemption from Taxes

The Town is exempt from payment of Federal Excise Taxes on articles not for resale, Federal Transportation Tax on all shipments, and Maine State Sales Tax and Use Taxes. All bidders should quote a net price exclusive of these taxes on the bid work. If requested, exemption certificates will be furnished with the Purchase Order.

### 4. Transportation Charges

All transportation and delivery charges including expense for freight, transfer, mail, etc., shall be prepaid and be at the expense of the Bidder unless otherwise specified in the bid.

### 5. Default

In case of default by the Bidder, the Town of Kittery reserves the right to procure the services from other sources and charge any excess cost occurred thereby to the Bidder. However, the Bidder shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fire, Act of God, or any other cause, which by reasonable diligence could not be prevented.

### 6. Bid Openings

All bids will be opened publicly and bidders or their representatives may be present at the bid opening. The bids will be available for public inspection after opening, but abstracts will not be prepared for distribution by the Town.

7. Addenda

Should a bidder find discrepancies in or omissions from the specifications or other contract documents, or should a bidder be in doubt as to their meaning, the bidder shall, at once, notify the Town Manager, who will send instructions in the form of written addenda to all bidders. Any questions concerning the bid should be addressed to Fire Chief David O'Brien at (207)439-0518 or 439-2262 during the hours of 9:00 a.m. to 5:00 p.m.

8. Term of Bid

No bidder may withdraw a bid through September 19, 2008. The Town Manager will award the bid following review by the Town Council.

9. Award of Contract

Award will be made to the lowest responsible bidder considering the quality of the services, supplies, materials or equipment to be supplied, their conformity with specification, the purpose for which it is required, date of delivery and ultimate cost thereof to the Town.

10. Insurance. The Contractor must provide signed, valid and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor must pay all premiums and take all other actions necessary to keep said insurance in effect for the duration of the Agreement obligations. The Town shall be named as an Additional Insured.

a. Worker's Compensation Insurance. The Contractor must/shall carry Worker's Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board, all in accordance with the requirements of the laws of the State of Maine.

b. Automobile. The Contractor must carry Automobile Liability Insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project in an amount not less than \$400,000 per occurrence and \$400,000 in the aggregate.

c. Commercial General Liability. With respect to all operations performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability or other coverage affording equal or greater protection as determined by the Town, in an amount not less than \$400,000 per occurrence and \$400,000 in the aggregate.

This insurance section and the purchase of insurance by the Contractor shall not be interpreted as a waiver of any immunity provided by law including that provided by the Maine Tort Claims Act, 14 M.R.S.A. §8101, et. seq.

11. Indemnification. The Contractor hereby indemnifies, defends and holds harmless the Town and its Municipal Officers, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease or death) and/or tangible property damage arising out of or resulting from the performance of the Work by the Contractor, and its sub-Contractors, sub-consultants, agents, employees, engineers, suppliers, any individuals or entities directly or indirectly employed by any of them , or anyone acting under the direction of, or at Contractor's request and/or for anyone whose acts as Contractor may be liable. Damages covered by the preceding sentence include, but are not limited to, all dispute resolution costs including court costs, attorneys' fees, and the fees of engineers, arbitrators, and other professionals related to dispute defense, preparation and resolution. Exclusively for purposes of the indemnification provisions of this Agreement, Contractor waives any defense to indemnification claims under such indemnification provisions that Contractor may have under applicable Worker's Compensation law.

The Town of Kittery reserves the right to waive any informalities in bids, to accept any bid or section(s) of the bid, and to reject any or all bids should it be deemed in the best interest of the Town to do so.

Jonathan L. Carter  
Town Manager

## **Scope of Work**

The purpose of the this bid is to allow the town facilities energy options through the installation of dual fuel (propane/natural gas and fuel oil) burners to fire the town's heating plants.

**The Town of Kittery requires the awarded vendor to supply a turnkey solution to the facilities listed below using the equipment brand and model listed or its equivalent and to provide complete installation of the new specified equipment, fit ups and fuel lines installation from the burner / furnace installation to the fuel source (ie. natural gas meter or propane tank(s)) with the town retaining ownership of all removed burners. Those locations will be marked at the facilities and bidders need to make themselves aware of those locations.**

The Town of Kittery requires the awarded vendor to obtain all appropriate local and State permits as required by ordinance or law. The Town shall waive any local permit fees.

All work under this bid must be completed no later than November 14, 2008.

A mandatory bid walk through is scheduled for Tuesday, August 12, 2008 commencing at 1PM at the Kittery Municipal Offices, 200 Rogers Road and will commence by van to each site listed.

All proposed pricing must be itemized by site.

### **ALL BURNERS WILL HAVE THE FOLLOWING:**

- MEET UL AND CSD-1 CODES
- DIRECT SPARK OIL
- LP GAS AND #2 OIL FIRING

### **Locations:**

**GORGES ROAD FIRE STATION:** # 3 Gorges Road, Kittery

WEIL-MCLAIN SERIES 80- 6 SECTIONS 791,000 BTU INPUT/ 5.5 GPH  
POWERFLAME MODEL CR1-GO-10  
LOW-HIGH-OFF OPERATION  
208 VOLT/ 1 PHASE  
REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFALME

**MITCHELL SCHOOL:** Mitchell School Lane, Kittery Point

BOILER #1 HB SMITH 28-9 2,076,000 BTU INPUT/ 18.2 GPH  
POWERFLAME MODEL C2-GO-20B  
LOW-HIGH-LOW OPERATION  
208 VOLT/ 1 PHASE  
REFRACTORY PLATE BY OTHERS  
BOILER #2 HB SMITH 19A-9 1,548,000 BTU INPUT/ 10.8 GPH  
POWERFLAME MODEL CR2-GO-15  
LOW-HIGH-LOW OPERATION  
208 VOLT/ 1 PHASE  
REFRACTORY PLATE BY OTHERS

**SHAPLIEGH SCHOOL:** # Stevenson Road, Kittery  
BOILERS 1 & 2 H B SMITH 28A-8 2,499,000 BTU INPUT/ 17.4 GPH  
POWERFLAME MODEL C2-GO-20A  
LOW-HIGH-LOW OPERATION  
115 VOLT/ 1 PHASE  
REFRACTORY PLATE BY OTHERS  
BOILER B HB SMITH 28A-7 2,163,000 BTU INPUT/ 15 GPH  
POWERFLAME MODEL C2-GO-15  
LOW-HIGH-LOW OPERATION  
115 VOLT/ 1 PHASE  
PLATE BY OTHERS

**FRISBEE SCHOOL MAIN BUILDING:** # Goodsoe Road, Kittery  
HB SMITH 28A-13 4,180,000 BTU INPUT/ 29 GPH  
POWERFLAME MODEL C3-GO-25  
LOW-HIGH-LOW OPERATION  
208 VOLT/ 1 PHASE  
PLATE BY OTHERS

**TRAIP ACADEMY:** Williams Ave, Kittery  
BOILER #1 HB SMITH 28-14 4,130,000 BTU INPUT/ 29.5 GPH  
POWERFLAME MODEL C3-GO-25  
LOW-HIGH-LOW OPERATION  
208 VOLT/ 1 PHASE  
PLATE BY OTHERS  
BOILER #2 WEIL-MCLAIN 88-15 4,763,000 BTU INPUT/ 33 GPH  
POWERFLAME MODEL CR3-GO-25B  
LOW-HIGH-LOW OPERATION  
208 VOLT/ 1 PHASE  
REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFLAME

**WALKER STREET AMBULANCE BUILDING:** 25 Walker Street, Kittery  
WEIL-MCLAIN 78-5 641,000 BTU INPUT/ 4.5 GPH  
POWERFLAME MODEL CR1-GO-10  
LOW-HIGH-OFF OPERATION

115 VOLT/ 1 PHASE  
REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFLAME

**SEWER DEPARTMENT:** 18 Dennett Road, Kittery  
HB SMITH BB-14A 449,000 BTU INPUT/ 4 GPH  
POWERFLAME MODEL C1-GO-10  
LOW-HIGH-OFF OPERATION  
115 VOLT / 1 PHASE  
PLATE BY OTHERS

**KITTERY POINT FIRE STATION: 640 Haley Road**  
TOO SMALL FOR DUAL-FUEL...LP GAS ONLY  
BURNHAM V-86 250,000 BTU INPUT  
POWERFLAME MODEL X4-400-9 LP GAS BURNER  
ON-OFF OPERATION  
24 VOLT CONTROL  
PLATE BY OTHERS

# BID FORM

## “Replacement Furnace Burners”

Company \_\_\_\_\_

Tax ID# \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip: \_\_\_\_\_

**BID FOR WORK AS SPECIFIED IN THE BID DOCUMENT DATED 7/30/08:**

Site	Specification	Proposed	Bid Price- Please Itemize
<b>GORGES ROAD FIRE STATION</b>	WEIL-MCLAIN SERIES 80- 6 SECTIONS 791,000 BTU INPUT/ 5.5 GPH POWERFLAME MODEL CR1-GO-10 LOW-HIGH-OFF OPERATION 208 VOLT/ 1 PHASE REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFALME		
<b>MITCHELL SCHOOL</b>	BOILER #1 HB SMITH 28-9 2,076,000 BTU INPUT/ 18.2 GPH POWERFLAME MODEL C2-GO-20B LOW-HIGH-LOW OPERATION 208 VOLT/ 1 PHASE REFRACTORY PLATE BY OTHERS BOILER #2 HB SMITH		

Site	Specification	Proposed	Bid Price- Please Itemize
	19A-9 1,548,000 BTU INPUT/ 10.8 GPH POWERFLAME MODEL CR2-GO-15 LOW-HIGH-LOW OPERATION 208 VOLT/ 1 PHASE REFRACTORY PLATE BY OTHERS		
<b>SHAPLIEGH SCHOOL</b>	BOILERS 1 & 2 H B SMITH 28A-8 2,499,000 BTU INPUT/ 17.4 GPH POWERFLAME MODEL C2-GO-20A LOW-HIGH-LOW OPERATION 115 VOLT/ 1 PHASE REFRACTORY PLATE BY OTHERS BOILER B HB SMITH 28A-7 2,163,000 BTU INPUT/ 15 GPH POWERFLAME MODEL C2-GO-15 LOW-HIGH-LOW OPERATION 115 VOLT/ 1 PHASE PLATE BY OTHERS		
<b>FRISBEE SCHOOL MAIN BUILDING</b>	HB SMITH 28A-13 4,180,000 BTU INPUT/ 29 GPH POWERFLAME MODEL C3-GO-25 LOW-HIGH-LOW OPERATION 208 VOLT/ 1 PHASE PLATE BY OTHERS		
<b>TRAIP ACADEMY</b>	BOILER #1 HB SMITH 28-14 4,130,000 BTU INPUT/ 29.5 GPH POWERFLAME MODEL		

Site	Specification	Proposed	Bid Price- Please Itemize
	C3-GO-25 LOW-HIGH-LOW OPERATION 208 VOLT/ 1 PHASE PLATE BY OTHERS BOILER #2 WEIL- MCLAIN 88-15 4,763,000 BTU INPUT/ 33 GPH POWERFLAME MODEL CR3-GO-25B LOW-HIGH-LOW OPERATION 208 VOLT/ 1 PHASE REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFLAME		
<b>WALKER STREET AMBULANCE BUILDING</b>	WEIL-MCLAIN 78-5 641,000 BTU INPUT/ 4.5 GPH POWERFLAME MODEL CR1-GO-10 LOW-HIGH-OFF OPERATION 115 VOLT/ 1 PHASE REFRACTORY MOUNTING PLATE SUPPLIED BY POWERFLAME		
<b>SEWER DEPARTMENT</b>	HB SMITH BB-14A 449,000 BTU INPUT/ 4 GPH POWERFLAME MODEL C1-GO-10 LOW-HIGH-OFF OPERATION 115 VOLT / 1 PHASE PLATE BY OTHERS		
<b>KITTERY</b>	...LP GAS ONLY		

Site	Specification	Proposed	Bid Price- Please Itemize
<b>POINT FIRE STATION</b>	BURNHAM V-86 250,000 BTU INPUT POWERFLAME MODEL X4-400-9 LP GAS BURNER ON-OFF OPERATION 24 VOLT CONTROL PLATE BY OTHERS		
	Total Bid		\$

1. Describe additional work to be done (if any) outside of specified requirements\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name three (3) customer references with similar sized jobs:

<i>Name</i>	<i>Address</i>	<i>Phone</i>
<i>Contact</i>		

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Attach proof of insurance as required.
4. State the number of days Contractor can start work from date of award  
\_\_\_\_\_
5. Please include with the bid form warranty information and burner spec sheets.
6. To be eligible for consideration, signature of the bid form is necessary

Signature

Print

Name

Title

Phone

PLEASE REMEMBER- BID DEADLINE is 2:00 PM, August 22 , 2008 at the Kittery Town Hall. Bids received following the bid deadline will be declined.